

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER ROHA-09-00071		PAGE OF 1 35	
2. CONTRACT NO.			3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HSHQDC-09-R-00079
							6. SOLICITATION ISSUE DATE 08/24/2009
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Wanda Moorman			b. TELEPHONE NUMBER 202-447-5027 (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 08/31/2009 1200 ES
9. ISSUED BY U.S. Dept. of Homeland Security Office of Procurement Operations PHA Acquisition Division 245 Murray Lane, SW Building 410 Washington DC 20528				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Department of Homeland Security 245 Murray Lane Bldg. 410 Washington DC 20528				16. ADMINISTERED BY			
17a. CONTRACTOR/ OFFEROR				18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE
	HSHQDC-09-R-00079S for Technical services in support of an Electronic Patient Care Reporting (ePCR) System for the Department of Homeland Security Office of Health Affairs (OHA) in accordance with the terms and conditions outlined in this solicitation. The anticipated period of performance is for one year from date of award with 4 one-year options. Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Wanda Moorman			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Electronic Patient Care Reporting System Period of Performance: 09/21/2009 to 09/20/2010				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED☐ INSPECTED☐ NOTED:

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

U.S. Department of Homeland Security



Electronic Patient Care Reporting (ePCR) System

**Request for Proposal
HSHQDC-09-R-00079**

**DEPARTMENT OF HOMELAND SECURITY
ELECTRONIC PATIENT CARE REPORTING (ePCR) SYSTEM
Solicitation No.: HSHQDC-09-R-00079**

Section I - Background

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. The solicitation number is HSHQDC-09-R-00079. The solicitation is issued as a Request for Proposal (RFP) and the solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition circular 2005-33. This acquisition is being conducted as a total small business set aside in accordance with FAR 52.219-6. The North American Industrial Classification Code (NAICS) for this acquisition is 511210.

Section II – Pricing Schedule/Contract Line Item Numbers (CLINs)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
0001	Base Year FFP* Support (Section 3.0)	12	MO	\$	\$
0002	Base Year/ODCs	1	LOT	\$	\$
0003	Base Year/Travel	1	LOT	\$	\$
0004	Field Office Training (7)	7	EA	\$	\$
BASE YEAR TOTAL - \$					
1001	Option Year 1 FFP Support (Section 3.0)	12	MO	\$	\$
1002	Option Year 1/ODCs	1	LOT	\$	\$
1003	Option Year 1/Travel	1	LOT	\$	\$
1004	Field Office Training (7)	7	EA	\$	\$
OPTION YEAR 1 TOTAL - \$					
2001	Option Year 2 FFP Support (Section 3.0)	12	MO	\$	\$
2002	Option Year 2/ODCs	1	LOT	\$	\$
2003	Option Year 2/Travel	1	LOT	\$	\$
2004	Field Office Training (7)	7	EA	\$	\$
OPTION YEAR 2 TOTAL - \$					
3001	Option Year 3 FFP Support (Section 3.0)	12	MO	\$	\$
3002	Option Year 3/ODCs	1	LOT	\$	\$
3003	Option Year 3/Travel	1	LOT	\$	\$
3004	Field Office Training (7)	7	EA	\$	\$
OPTION YEAR 3 TOTAL - \$					
4001	Option Year 4 FFP Support (Section 3.0)	12	MO	\$	\$
4002	Option Year 4/ODCs	1	LOT	\$	\$
4003	Option Year 4/Travel	1	LOT	\$	\$
4004	Field Office Training (7)	7	EA	\$	\$
OPTION YEAR 4 TOTAL - \$					
TOTAL – (Base Year and all Option Years) - \$					

***FFP – Firm Fixed Price**

Section III – Statement of Work

1.0 BACKGROUND

The U.S. Department of Homeland Security (DHS) is committed to defending the homeland against terrorist attacks and catastrophic events, including medical disasters and biological threats. The DHS Office of Health Affairs (OHA) serves as the principal agent for all medical and public health matters. Through integrated efforts with local, state, tribal, and federal governments and the private sector, the OHA leads DHS's role in establishing a scientifically rigorous, intelligence-based medical and biodefense architecture program to help protect the health and medical security of the homeland. The division of Component Services within OHA supports this effort by ensuring an effective system of medical oversight and support is provided.

DHS is comprised of 22 Component agencies, six of which deliver or support Emergency Medical Services (EMS) functions. DHS Delegation Number 5001 delegates to the Assistant Secretary for Health Affairs and Chief Medical Officer (CMO) the authority to exercise oversight over all medical and public health activities of DHS. This oversight for EMS activities is guided by policies, requirements, standards and metrics developed to ensure the consistent delivery of appropriate emergency medical care throughout the Department. The CMO works directly with the Associate Chief Medical Officer to develop, review, and advise on EMS standard of care for EMS delivered by, for, or on behalf of DHS. Establishing an Electronic Patient Care Reporting (ePCR) System will provide concise standardized documentation of patient care reporting across the components. The system will also incorporate best practices, track and evaluate the quality of care provided while ensuring that the standard of care is continually met.

2.0 SCOPE

The scope of this SOW encompasses all technical services and support to ensure implementation and continuous operation of an ePCR system for DHS and the component agencies. The contractor shall perform the following tasks:

3.0 SPECIFIC TASKS

- 3.0.1 A collection, storage and archival data repository system
- 3.0.2 Installation, implementation, operation, and maintenance support for an ePCR system that provides a full web-based and a mobile off-line application that runs on any computer with internet connectivity.
- 3.0.3 Overall management of all technical activities to ensure continuous operations and maintenance of the ePCR system.
- 3.0.4 All necessary upgrades and content to maintain valid and approved ePCR system.
- 3.0.5 Compliance with National EMS Information System (NEMSIS) Gold standards, Health Insurance Portability and Accountability Act (HIPAA), federal and state confidentiality, security and transaction code requirements
- 3.0.6 Customizability to required fields for documentation as it applies to the component agencies as the end-users (ability to upload standard patient care reporting forms)
- 3.0.7 Provide for data validation and verification
- 3.0.8 Operate effectively as a mission critical application 24/7 with the provision of an automated back-up redundancy and recovery function that will ensure the loss of no data in the event of a hardware failure
- 3.0.9 A mechanism must be in place to store data to CD for DHS/OHA archive for a redundant copy of data with continuous (real or near real time) updates if data is housed on the Proposer's servers
- 3.0.10 Ready access to all archived data for a period of no less than 7 years
- 3.0.11 24/7 telephone technical support
- 3.0.12 Administrator-level "Super User" training for working knowledge of both front and back end software use
- 3.0.13 Comprehensive training for the end-user to at least 7 DHS field offices and a "Train the Trainer" option for the end-user, this will enable training to be conducted on an ongoing basis during the rollout phase of the software. Include any requirements for training prior to any and all system upgrades
- 3.0.14 Manuals for the mobile application, minimally in a paper format, and a reference and help file on the software if available.

The Contractor shall perform the activities required in this SOW by working collaboratively with DHS/ Office of Health Affairs, Office of Component Services.

4.0 Applicable Documents

The applicable documents necessary for the support under this SOW are:

4.0.1 Ability to upload standard patient care reporting forms similar to the Standard Form 558 (SF 558)

4.0.2 NEMESIS Gold and HIPAA compliance (Privacy Rule & Act of 1996)

5.0 Project Management Requirements

The Contractor shall determine the project organization, coordination, management oversight, and plan to accomplish the requirements of this contract.

5.0.1. The Contractor shall provide a detailed project plan, which includes a description of all resources, activities, schedules, milestones, and estimated costs necessary to accomplish the work specified in this SOW. The Contractor shall revise the project plan on a monthly basis to update any changes in schedule based on the actual work performed. The project plan shall include: a Work Breakdown Structure (WBS) of all technical activities necessary to implement a separate instance of ePCR for each DHS field office determined by a time-phased deployment of software in at least 3 month increments to allow for training and feedback to occur. A GANTT chart which contains activities and milestones pertinent to the Contractor's completion of the technical activities for each component specified in the SOW; an estimated duration and level of effort for all elements of the WBS; a matrix of all deliverables, their version/release, and planned delivery dates; and an evaluation of "lesson learned" and "best practices" from prior ePCR system implementations.

5.0.2 The Contractor shall provide Monthly Status Reports that include: an evaluation of the progress against the project plan and a description of the technical activities; the level of effort for each WBS element; issues/problems, recommended solutions, and client actions; and deliverables status.

5.0.3 The Contractor shall provide a Monthly Cost Report that includes a burn rate by sub-task with corresponding roll-up to the major task components identified in the WBS.

5.1 Electronic Patient Care Reporting System (ePCR) System Implementation

5.1.1 Required Capabilities:

5.1.1.1 Database Requirements:

5.1.1.2 System must be able to have event/threat monitoring functionality; when pre-specified elements within the ePCR meet a given frequency threshold, an automatic real time alert is sent to designated individuals. Criteria will include but not be limited to complaints, treatments, cause (mechanism of injury), clinical impressions or dispositions. System will allow for configuration as to number of events in a given time period and notification by email, text messaging, or paging.

5.1.1.3 Establish data to integrate with NEMESIS data site (format and field variable)

5.1.1.4 System must work in a Microsoft Structured Query Language (MS SQL) environment.

5.1.1.5 Fully exportable data (export reports to Microsoft Word, Excel, and PDF formats)

5.2 Mobile Device Software Functionality:

5.2.1 Software for field computers and desktops shall include a local application, allowing for real time patient record uploading to the server(s).

5.2.2 Provide for electronic capture of signatures from patients, crew members, and witnesses (in the case of patient refusal).

5.2.3 Ability to save and reopen incomplete ePCRs for later completion. This includes upload of incomplete (draft) PCRs for later retrieval and completion on a different computer.

5.2.4 Dynamic functionality for ePCR data entry, allowing for clinical pick lists and data elements to drill down depending on prior entries, having mandatory fields (configured to meet collection requirements), and prompting users to fill necessary fields based on previous data entered. In addition to pick list data, free form narrative functionality is required. Medical terminology spell checking if available.

5.2.5 Ability to enter data into any section of the encounter (vital signs, demographics, physical exam, history, etc.), on any of multiple patients, at any time and in any order ("Non-linear" system data entry); and have option to move between different screens with a single stroke.

5.2.6 DHS/OHA administrator(s) shall have authorization to make real time changes/easily customize and add to list and fields to expand and refine data collection.

5.2.7 Password protection for log on to system from all devices, including field computers. Mobile devices must be "locked down" so as to prevent field users from accessing the operating system, task manager, and other administrative components.

5.2.8 Mobile application shall be furnished as an installable application and not require re-imaging of the hard drive.

5.2.9 Ability to run multiple applications on the mobile computer at the same time, without having to close the ePCR application.

5.2.10 Data that has been uploaded from the field device shall be archived in the device in a 256 bit encryption.

5.2.11 Full functionality for left and right handed users

5.2.12 Must be able to automatically send report after a period of internet downtime

5.3 Back-End Functionality of Software:

5.3.1 All back-end, reporting, viewing, administration, etc must be accessible via a web-based application.

5.3.2 Administrative-level ability to easily customize, add to lists and fields to expand and refine data collection; ability to set required field completion and validation; create audit trails, perform clinical performance reviews and review edits or changes to patient data including Time and User ID stamp.

5.3.3 Ability to read/write custom reports by component agency and aggregate data as required.

5.4 User Access to System:

5.4.1 Possess a system that allows for quick and secure access to patient data, accurate data capture, and the efficient, secure transfer of information to the appropriate party.

5.4.2 Web based application must have role based security, specifically a mechanism to restrict system access to authorized users as defined by DHS/OHA.

5.5 Data Exchange/System Interface:

5.5.1 When the ePCR is uploaded to the server, the system can automatically fax reports to receiving hospitals and other destinations as specified by DHS/OHA, with all fax destinations modifiable DHS/OHA administrative level.

5.5.2 Ability to electronically import EKG, trending, and event data from a variety of different cardiac monitors and semi-automatic external defibrillators, as specified by DHS/OHA. Data imported must be inserted into the appropriate fields on the ePCR.

5.6 Connectivity: Capture data in an electronic format and transmit it through a wireless connection.

5.7 Reports, Forms and Data Sets:

5.7.1 Generate paper printouts of ePCRs and other reports as well as electronic versions.

5.7.2 Capture the required medical information in a Patient Care Report and related forms using a highly mobile and unobtrusive hardware device.

5.7.3 System shall include mandatory supplementary form uploads, to include photography and separate attachments, but linked to and transmitted with the patient's ePCR report.

5.7.4 Ability to read and write QA reports, generate a variety of reports based on key data element sets and ability to add in data sets for additional QA requirements, aggregate data, ad hoc query and analyses against the data in a user friendly intuitive format. Additional data sets,

including but not limited to information on patient refusals, against medical advice, HIPAA (provided in both English and Spanish language), and intubations, patient restraints, required signatures, standard protocols etc., shall be incorporated into the ePCR.

5.8 Other Requirements:

5.8.1 System allows for quick and secure access to patient data, accurate data capture and the efficient, secure transfer of information to the appropriate party.

5.8.2 Ability to build into the software a tracking mechanism for controlled substances

5.8.3 Provision for ePCR creation, printing, and retention on the mobile devices in the event of catastrophic server failure.

5.8.4 Operate off of windows-based PCs

5.8.5 Ensure compliance with all applicable and current government regulations and business practices.

5.9 Deliverable Information

Tasks performed within the SOW shall require contract deliverables. The Contractor shall submit reports and other deliverables in accordance with the requirements set forth below.

The contractor shall ensure the accuracy, functionality, completeness, professional quality, and overall compliance with government guidelines/requirements of the deliverables. Written documents shall be concise and clearly written.

DELIVERABLE TITLE	DUE DATE/ FREQUENCY	# OF COPIES or Deliverable	RECEIVING PARTY(s)
5.0 Project Management Requirements			
5.0.1 Project Plan	10 business days from the Task Order award date	1 electronic copy in MS Office & 1 hard copy	OHA/COTR/CO
5.0.2 Monthly Status Reports	Monthly	1 electronic copy in MS Office & 1 hard copy	OHA/COTR/CO
5.0.3 Monthly Cost Report	Monthly	1 electronic copy in MS Office & 1 hard copy	OHA/COTR/CO
5.0.1 Electronic Patient Care Reporting (ePCR) System software rollout to DHS field offices	Implement a separate instance of ePCR for each DHS field office, determined by a time-phased deployment of software in at least 3 month increments allowing for training and feedback to occur from the contract award date	1 e-mail confirmation that ePCR is operational	OHA/COTR/CO

6.0 Period of Performance

The period of performance is one year from date of award with four one-year (12-month) options.

7.0 Place of Performance

The Contractor shall perform work remotely for DHS offices and field agency offices throughout the country, or any facility that may be identified by the government which will provide for continuity of operations.

8.0 Travel

8.1 The Contractor will be required to travel in support of this requirement. Travel will be to support participation in meetings, and training of administration and end-users in software use. In accordance with the terms of the task order, travel shall be reimbursed to the extent allowable pursuant to the Federal Travel Regulations (FTR) – prescribed by the General Services Administration.

8.2 All travel will require formal written approval from the authorized Government official. Travel not receiving advanced written approval, by the designated COTR or the Ordering Officer, will not be reimbursed by the government. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. Airfare shall be reimbursed for actual common carrier fares, which are obtained by the most reasonable and economical means. When required, the most dependable means of ground transportation (i.e., taxi, bus, train, car rental) shall be used.

8.3 Local travel will not be reimbursed within a 50-mile radius of the worksite. As the contractor may locate personnel outside the Washington D.C. metropolitan area, for purposes of local travel only, the worksite shall be considered the Washington D.C. Metropolitan area, or the location of the contractor's personnel, whichever is within the 50-mile radius.

9.0 Other Direct Costs

9.1 Other direct costs (ODCs) that are anticipated include costs associated with shipping documents to OHA public and private sector partners and with burning and delivering CDs containing official OHA documents. ODCs will be reimbursed at cost and will not exceed the micro purchase threshold annually.

9.2 To be reimbursed for ODCs, invoices must provide a detailed breakdown of the actual expenditures incurred. Contractor shall maintain the original or legible copy of receipts for all ODCs invoiced. DHS reserves the right to request evidence of any ODCs requesting reimbursement. To assure timely reimbursement of ODCs, the contractor is strongly encouraged to submit charges within 30 days of the expense with invoices.

10.0 Payment Procedures

10.1 Invoices will be submitted on a monthly basis.

10.2 For the firm-fixed-price portion, payments shall be made in accordance with FAR 52.232-1 (Payments).

10.3 Invoices shall be paid in accordance with the Prompt payment Act, thirty (30) calendar following receipt of a proper invoice.

10.4 Hard copy invoices shall be submitted to the address specified in the contract. Electronic invoices shall be submitted to: OHA.invoice.consolidation@dhs.gov . If it is determined that the amount billed is incorrect the invoice may be revised by the Government, or the Contractor may be required to submit a revised invoice.

10.5 To constitute a proper invoice, each invoice must include the following information and/or documentation:

- (i) Name, address and telephone of the Contractor
- (ii) Date of invoice and invoice number
- (iii) Order number; also modification number, if applicable; and task order number and its modification, if applicable
- (iv) Description of the supplies/services rendered (including hours incurred and billing rate, if applicable to the Order)
- (v) A schedule depicting the following information by order:

<u>Amt. Invoiced This Period</u>	<u>Cumulative Amt. Invoiced</u>	<u>Authorized Value of Order</u>	<u>Balance of Order</u>
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- (vi) Name of Contracting Officer's Technical Representative (COTR);
- (vii) Travel and ODCs (legible receipts)
- (viii) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that the sum claimed under this task order is proper and due, and all the costs of task order performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this task order."

BY: _____
TITLE: _____
DATE: _____

11.0 Inspection and Acceptance

11.1 Acceptance Criteria. The COTR and OHA will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the delivery order. The contractor shall ensure the accuracy and completeness of all deliverables. Errors, misleading or unclear statements, incomplete or irrelevant information, and or excessive rhetoric, repetition, and “padding”, shall be considered deficiencies and shall be subject to correction by the contractor, at no additional cost to the Government. Unless otherwise indicated, the government will require 10 business days to review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

11.2 Rejection Procedures. If the COTR or OHA rejects any deliverable, that rejected document will be handled in the following manner.

11.2.1 After notification that the deliverable did not meet the acceptance criteria, the Contractor shall resubmit an updated/corrected version within five (5) business days after receipt of Government comments.

11.2.2 Upon re-submission by the Contractor, the Government will reapply the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government might consider the Contractor as having deficient performance with respect to the subject task/subtask.

12.0 Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)

As required per task, the Government will provide the following:

12.1 Any standard patient care reporting forms needed to customize software (similar in format to SF 558)

12.2 Standardized DHS protocols (provider preference)

12.3 Hardware to be provided by components on-site as desired

13.0 Non-Disclosure Agreements

The Contractor shall sign a non-disclosure agreement based on the content of the information to be handled in performing tasks, which may include:

- Sensitive Security Information (SSI) (as defined by 49 C.F.R. Part 1520)
- Information protected by the Privacy Act of 1974 (5 U.S.C. Section 552a), and
- Proprietary information related to procurement efforts.

The contractor shall satisfy requirements to work with and safeguard Security Sensitive Information (SSI). All support personnel must understand and rigorously follow DHS and OHA

requirements, policies, and procedures for safeguarding SSI. Contractor personnel will be required to complete online training for SSI and Informational Security.

14.0 Security Requirements.

- 14.1 HSAR 3052.204-70 for contracts/orders with security requirements for access to unclassified DHS information technology (IT) resources
- 14.2 HSAR 3052.204-71 for contracts/orders with security requirements for access to DHS unclassified facilities, IT resources, and sensitive but unclassified information
 - 14.2.1 ALT 1 must be added if contract/order requires access to DHS IT resources

Section IV. Special Contract Requirements

A. Training Costs

The Government will not allow costs, nor reimburse costs associated with the Contractor's training of Contractor employees in an effort to attain and/or maintain any minimum personnel qualification requirements that may be established for performance of this contract. Mission-specific training costs shall be approved in advance by the COTR and related to the program as determined by the CO.

B. General Purpose Office Equipment (GPOE) and Information Technology (IT) Costs

The cost of acquisition of GPOE and IT shall not be allowable as a direct charge to this contract. The Contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT is defined as any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT equipment includes computers, ancillary equipment, software, firmware and similar products, support services, and related resources.

C. Advertisements, Publicizing Awards, and News Releases.

Prior to the release, the CO and the COTR shall approve press releases and public announcements about agency programs, projects, and contract. Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the terms and conditions of this award in any form of public announcement, news release or commercial advertising without first obtaining explicit written consent to do so from the COTR.

The Contractor also shall refrain from referring to their awards in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Federal Government, or is considered by the Government to be superior to other products or services.

D. Interrelationships of Contractors.

The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses and engineering activities separate from, but related to, the work to be performed under this contract. Furthermore, the Government may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with such other Contractor(s) through the COTR or task monitors on individual tasks providing appropriate, non-conflicting technical interfaces and in avoidance of duplication of effort. By appropriate tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Contractor's technical efforts. Information provided by the Contractor in performance of the contract may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

DHS Form 11000-6, Non-Disclosure Agreement, shall be signed by all Contractor employees assigned to perform services prior to any work commencing. Signed agreements shall be forwarded to the CO and COTR. The Contractor shall restrict access to sensitive, proprietary or source selection information to the minimum number of employees necessary for contract performance.

E. Observance of Legal Holidays

The Government hereby provides notification that Government personnel observe the following days as federal holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In addition to the days designated as federal holidays, the Government observes the following days:

- 1) Any other day designated by Federal Statute;
- 2) Any other day designated by Executive Order; and
- 3) Any other day designated by the President's Proclamation.

It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor. However, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

When the Federal and Governmental entities grant excused absences to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide

sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the CO and COTR.

If the Government facility is closed, the Contractor shall not report to the on-site facility. However, work may be conducted at the Contractor's off-site facility.

F. Information Technology Accessibility for Persons with Disabilities

All services and Electronic Information Technology (EIT) delivered as result of orders placed under this contract shall comply with accessibility standards in accordance with Federal Information Technology Accessibility as required by Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. Information about the Section 508, EIT Accessibility Standards may be obtained via the Web at the following: <http://www.Section508.gov>. The applicable Section 508, Subpart 1194 Technical Standards will be specified at the contract level.

G. Post-Award Orientation

The Contractor shall participate in a post-award orientation that will be held within ten (10) business days after contract award. The purpose of the post-award orientation is to assist both the Contractor and the Government in achieving a clear and mutual understanding of all contract requirements, and identify and resolve potential problems (See FAR 42.5).

The CO will serve as the chairperson and shall conduct the meeting.

The orientation will be conducted at DHS Headquarters in Washington, DC.

H. Non-Supervision of Contractor Employees on Government Facilities

The Government will not exercise any supervision or control over Contractor employees performing services under this contract. The Contractor's employees shall be accountable solely to the Contractor's management, who in turn is responsible to the Government.

- 1) The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee or master-servant relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.
- 2) Contractor personnel under this contract shall not be placed in a position: i) where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, or ii) in command, supervision, administration or control over Government personnel.

I. Ownership of Records

a. Government's Records. Except as is provided in paragraph (b) of this clause and as may be otherwise agreed upon by the Government and the Contractor, all records (including computer databases and software) acquired or generated by the Contractor, in its performance of this contract shall be the property of the Government; and shall be delivered to the Government or otherwise disposed of by the Contractor, either as the CO may from time to time direct during the progress of the work or, in any event, as the CO shall direct upon settlement of this contract. The Contractor shall, subject to security regulations, requirements, and other provisions of the contract, have the right to inspect; and at its own expense, duplicate only those processes, procedures, or records delivered, or to be delivered, to the Government by the Contractor under this contract, or retain duplicates which are in excess of the Government's requirements. However, nothing in this paragraph shall:

(1) Permit the Contractor to duplicate or retain for its own purposes any official Government documents or proprietary information relating to the Government or to other Contractors; (2) constitute any commitment on the part of the Government to retain such records for any period beyond customary retention periods for the various types of records; and (3) have any effect on the provisions of FAR Clause 52.227-14, Rights in Data - General.

b. Contractor's Own Records. The following records are considered the property of the Contractor and not within the scope of paragraph (a) above:

- 1) Personnel records and files maintained on individual employees, applicants and former employees;
- 2) Privileged or confidential Contractor financial information and correspondence between segments of the Contractor's organization; and
- 3) Internal legal files.

c. Inspection and Audit of Records. All records acquired, or generated by the Contractor under this contract, and in the possession of the Contractor, including those described in paragraph (b) above (exclusive of subparagraph (b)(2) and (b)(3)), shall be subject to inspection and audit any reasonable times. The Contractor shall afford the proper facilities for such inspection and audit.

J. Confidentiality of Information

a. To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the CO in writing. The foregoing obligations, however, shall not apply to:

- 1) Information which, at the time of receipt by the Contractor, is in the public domain;

- 2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- 3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- 4) Information which the Contractor can demonstrate was received by them from a third party who did not require the Contractor to hold it in their confidence.
- 5) Information which is independently developed by the Contractor with no access to the received information as shown by written record.

b. The Contractor shall obtain the written DHS Form 11000-6, Non-Disclosure Agreement, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

c. The Contractor agrees that upon request by the CO, they will execute an approved agreement with any party whose facilities or proprietary data they are given access to in regards to the restrictive use and disclosure of the data and the information obtained from such facilities. Upon request by CO, personnel shall also sign such an agreement.

d. This clause shall flow down to all subcontractors.

K. Proposals.

Performance under this contract shall be subject to the following procedure:

- a) Work will be performed under this contract only in pursuance of the SOW approved by the CO.
- b) Work done by the contractor shall be within the scope of the contract, issued within its period of performance or as otherwise allowed in the contract, and be under the maximum value of the contract. Only the CO for the basic contract may modify the basic contract to change the scope, period of performance, or other contract terms and conditions.
- c) Alternate proposals will not be considered.

No payment will be made to the Contractor to reimburse the cost to prepare, submit and negotiate a proposal.

Right to Procure from Other Sources. The Government retains the right to procure same or similar services from other sources during the period of this Contract.

Section V. Contract Terms and Conditions

A. The clause at 52.212-4, Contract Terms and Conditions, (Feb 2007) applies to this acquisition.

B. The clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, applies to this acquisition including the additional FAR clauses referenced in the clause as follows: (a) 52.222-3, Convict Labor; (b) 52.222-19, Child Labor Cooperation with Authorities and Remedies; (c) 52.222-21, Prohibition of Segregated Facilities; (d) 52.222-26, Equal Opportunity; (e) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans; (f) 52.222-36, Affirmative Action for Workers with Disabilities; (g) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans; (h) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration; (i) 52.247-34, FOB Destination.

C. The following additional FAR clauses apply to this acquisition:

1. 52.217-8 Option to Extend Services (Nov 1999) (insert 15 days)
2. 52.217-9 Option to Extend the Term of the Contract (Mar 2000) (first insert – 15 days/second insert – 30 days)
3. 52.219-1 Small Business Program Representations (May 2004)
4. 52.219-6 Notice of Total Small Business Set-Aside (Jun 2003)
5. 52.219-14 Limitations on Subcontracting (Dec 1996)
6. 52.219-28 Post-Award Small Business Program Representation (Jun 2007)
7. 52.227-19 Commercial Computer Software License (Dec 2007)
8. 52.233-1 Disputes

The full text of the above clauses can be obtained at www.acquisition.gov.

E. The following Homeland Security Acquisition Regulation (HSAR) clauses apply to this acquisition:

1. 3052.204-71 CONTRACTOR EMPLOYEE ACCESS (ALT I) (JUN 2006)

- (a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy

Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
 - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
 - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
 - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
 - (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
 - (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.
- (g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Technical Representative (COTR) will arrange, and complete any nondisclosure agreement furnished by DHS.
- (h) The contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COTR in writing as necessary for performance of the work under this contract. Any attempts by contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COTR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.
- (i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the contractor performs business for the DHS OE. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).
- (j) Contractor access will be terminated for unauthorized use. The contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.
- (k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Organizational Element or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:
 - (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
 - (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
 - (3) The waiver must be in the best interest of the Government.

- (l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

2. 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) warrants;

(ii) options;

- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]: ___ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

___ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

3. 3052.209-72 ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) *Determination.* The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting involves the development of requirements documents for Government needs and the accessing of proprietary information.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) *Disclosure:* The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or

____ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divisions that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

4. 3052.209-73 LIMITATION ON FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict involves the development of requirements documents for Government needs and the accessing of proprietary information.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation *or is involved in developing the requirements for the work*, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or

confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies

5. 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

(a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

To be identified at time of award.

The offeror may identify additional key personnel consistent with its approach to contract performance. For personnel that are not current employees, there shall be a signed commitment letter indicating that the proposed individual acknowledges submission of his/her resume under the proposal, and indicates their intent to accept a position if the Offeror's proposal is selected. Commitment letters must be executed within twenty (20) days prior to proposal submission. Offerors must verify continued availability during the evaluation and source selection process, and must immediately notify the CO if any of the proposed individuals are no longer available.

Resumes not longer than two (2) pages each shall be provided for each person proposed. Each resume shall contain the following information:

- Job Title: Current and Planned Task Order Job Title
- Labor Category
- Company: Current company affiliation and location.
- Education: Degree(s), School, Location of School, Major, and Year of Graduation
- Professional Experience/Qualifications: Brief summary of experience and training.

6. 3052.242-71 DISSEMINATION OF CONTRACT INFORMATION (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

7. 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

Section VI. Solicitation Instructions

The provision at 52.212-1, Instructions to Offerors-Commercial, applies to this acquisition as well as the addenda described below:

A. Proposals shall be prepared with 12-point, Times New Roman font, single line spacing, 1-inch margins, and 8-1/2 x 11-inch paper. Spreadsheets, Tables, figures, and graphs may use Arial, 10-point font, single-spaced.

B. Proposals shall be submitted in two separate volumes as further described below:

1. Volume 1 – Business Volume.

a. The business volume shall include a cover letter that (a) identifies the solicitation number; (b) the time specified for receipt of offers; (c) the name, address, and telephone number of the offeror; (d) remit to address, if different than mailing address; (e) acknowledgement of solicitation and amendments (if applicable); (f) assertion of the offeror's acceptance of the terms and conditions contained in the solicitation; (g) offeror's Tax Identification Number, Dun & Bradstreet Number, and CAGE code

b. The Business Volume shall contain a completed SF-1449 and pricing schedule utilizing Microsoft Excel and shall include the following information:

- Offeror-proposed labor categories and direct labor rates
- Labor escalation
- Burdens on direct labor
- Subcontractor and consultant labor
- Burden on subcontractors and consultants
- Material items
- Burden on material items and ODCs
- Other Direct costs
- G&A

- Fee structure and rationale

The business volume shall include a basis of estimate (BOE). The BOE shall address the rationale for the cost/price for performance of the full scope of work. The purpose of the BOE is to give the Government insight into the thought processes and methodologies used by the offeror in identifying its proposed labor mix and level of effort. Emphasis should be placed on a description of the processes and methodologies themselves, and how these relate to the technical approach described in the proposal.

c. For proposal preparation purposes, offerors shall assume annual ODC expenses of \$3,000 for CLINS 0002, 1002, 2002, 3002, 4002 and annual travel cost estimates of \$22,500 for CLIN 0003; \$23,400 for CLIN 1003; \$24,336 for CLIN 2003; \$25,309 for CLIN 3003; \$26,322 for 4003.

d. CLINS 0001, 1001, 2001, 3001, and 4001 are firm-fixed-price.

2. Volume 2 – Technical Volume. The Technical Volume shall not exceed fifteen (15) pages in length (excluding resumes). Pages in excess of the page limitation will not be evaluated. The **Technical Volume shall not reference the unit or total prices quoted in the Pricing Volume.**

3. Representations and Certifications. Include a completed copy of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. If the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>, the offeror shall complete only paragraph (k) of this provision. If the offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision and submit these completed paragraphs with its quote.

B. 52.216-1 Type of Contract (Apr 1984). The Government anticipates award of contract with firm-fixed-price CLINs (0001, 1001, 2001, 3001, 4001), cost reimbursable items for ODCs (1002, 2002, 3002, 4002) and travel (0003, 1003, 2003, 3003, 4003).

C. The clause at 52.212-3, Offeror Representations and Certifications – Commercial Items (AUG 2009) is applicable to this solicitation as follows:

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education;

or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness

Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in

accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

(End of Provision)

D. Questions about the solicitation shall be submitted in writing via email by 8/26/09 at 12:00 p.m. Eastern Time to Wanda Moorman at wanda.moorman@dhs.gov. Late questions will not be addressed.

E. Proposals shall be submitted electronically via email by 8/31/09 at 12:00 p.m. Eastern Time to Wanda Moorman, Contracting Officer at wanda.moorman@dhs.gov. Late proposals will not be considered.

Section VII. Evaluation

A. The provision at 52.212-2, Evaluation-Commercial Items, applies to this acquisition as described below:

52.212-2, Evaluation—Commercial Items (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) System Capabilities: The offeror shall demonstrate that the system offered meets the solicitation requirements. This section shall include a plan that outlines the offerors methodology and processes proposed for the fulfillment of each task. The plan shall demonstrate the offeror's ability to staff the contract, oversee the work, and maintain quality control and business process improvement throughout the performance of the contract. In addition the plan shall identify the offerors proposed organizational structure for fulfillment of the requirement, including the extent to which teaming partners and/or subcontractors will participate and how the offeror will manage their participation.

(ii) Technical/Management/Training Service Plan: The offeror shall demonstrate that the services offered meet the solicitation requirements.

(iii) Price: Price will be evaluated for reasonableness in accordance with FAR 12.209.

NOTE: The technical evaluation factors are listed above in descending order of importance, and when combined are significantly more important than price.

(b) The Government will use the lowest price technically acceptable source selection approach to evaluate proposals in accordance this Section.

(c) *Options.* If separate pricing is proposed for the option periods, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(d) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

B. The Government intends to evaluate offers and award a contract without discussions. Therefore, the offerors' initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined to be necessary.